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Columbia County And Columbia Co
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EXECUTIVE DIRECTOR

LABOR CONTRACT

Between

County of Columbia

and the

Columbia County Deputy Sheriff's

Benevolent Association

January 1, 1996 - December 31, 1998

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THIS AGREEMENT made this day of , 1996 by and between THE COUNTY OF COLUMBIA and THE COLUMBIA COUNTY SHERIFF as joint employers, hereinafter referred to as "EMPLOYER" and THE COLUMBIA COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION, hereinafter referred to as CCDSBA, declare it to be their mutual policy that in order to promote harmonious labor relations between the employer and its employees, the principle of collective bargaining is to be employed pursuant to the NEW YORK STATE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT and that no article or section in the contract is to be construed to be in violation of the New York State Civil Service Law.

ARTICLE I
RECOGNITION AND DUES DEDUCTION

SECTION 1 -- Recognition

The employer recognizes the CCDSBA as the sole and exclusive representative for all full time Deputy Sheriffs of the employer including Deputy Sheriff Investigators, Deputy Sheriff Road Patrol, Deputy Sheriff Road Patrol Sergeant, Captain, Sgt. Communications, and Communications Officers, and further acknowledges that the former Columbia County Deputy Sheriff's Benevolent Association has been voluntarily divided into two units by its membership and the new unit not covered under this agreement is now known as the COLUMBIA COUNTY CORRECTION OFFICER'S BENEVOLENT ASSOCIATION.

This AGREEMENT excludes the County Sheriff and the Undersheriff from the representative unit.

SECTION 2 -- Payroll Deductions

A. Exclusive Right

The CCDSBA shall have the exclusive right to payroll dues deductions.

B. Dues and Group Insurance Authorization

The Employer shall deduct from the wages of the employees who signed authorization cards permitting such payroll deductions for membership dues and the Health Insurance Plan.

C. Remittance

Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted to the Treasurer, CCDSBA, County Court House, Allen Street, Hudson, New York 12534, on a monthly basis.

D. Continuation

Deductions authorized by any employee shall continue as so authorized unless and until such employees notify the Employer of their desire to discontinue or to change such authorization in writing. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Employer in triplicate. One copy shall be forwarded to the Treasurer of the CCDSBA by the Employer and one copy shall be retained by the Employer.

E. Responsibility for Deducted Monies

The CCDSBA assumes responsibility for the disposition of such funds so deducted once they are turned over to the CCDSBA.

ARTICLE II COMPENSATION

SECTION 1 -- Titles

A list of titles and the respective salary grades for each title shall be annexed as Appendix

"A". Appendix "A" reflects and incorporates the negotiated increases for the years covered under this AGREEMENT as follows:

A. Retroactive to January 1, 1996, the salaries of bargaining unit members electing not to enroll in the special 20 or 25 year retirement programs, which election shall be made no later than December 31, 1997, shall be increased two and one-half percent (2 1/2%). Bargaining unit members who elect to enroll in the special 20 and/or 25 year retirement programs shall receive no pay increase retroactive to January 1, 1996.

B. Effective January 1, 1997, the salaries of all bargaining unit members shall be increased four percent (4%).

C. Bargaining unit members hired after the execution of this Agreement shall receive a starting rate \$5,000.00 less than the top Deputy rate. Each year thereafter, said salary shall be increased \$1,000.00 until they reach top of grade. Employees hired after the execution of this Agreement shall not receive longevity steps 2 through 4. New hirees who are certified police officers shall be hired at the appropriate step based upon years of experience.

D. Effective January 1, 1994 there shall be the following rank differential:

1. Sergeants shall receive a salary differential of 10% above Deputy Sheriff.
2. Investigators shall receive a salary differential of 15% above Deputy Sheriff.
3. Senior investigators shall receive a salary differential of 17 1/2% above Deputy Sheriff.
4. Captain shall receive a salary differential of 25% above Deputy Sheriff.

Pre-shift briefing pay shall not be included in base salary for the purposes of calculating rank differential.

E. Effective January 1, 1998, the salaries of bargaining unit members electing not to enroll in

the special 20 or 25 year retirement programs shall be increased two and one-half percent (2 1/2%). Bargaining unit members who elect to enroll in the special 20 or 25 year retirement programs shall receive no pay increase effective January 1, 1998.

SECTION 2 -- Rules for Administration of the Salary Plan

A. New Employees

New employees appointed to a position which is allocated to a specific salary grade shall be paid the applicable starting salary for that grade and step, less ten percent (10%) during the first six (6) months of employment, which shall be a probationary period.

B. Temporary or Provisional Employees

An employee who has been continuously employed on a temporary or provisional basis shall, upon receiving permanent appointment to the same position, be credited with the length of time he has served in that position on a provisional or temporary basis in determining the salary of his permanent position and his Anniversary date.

C. Transfer or Reassignment

a. Upon permanent transfer or reassignment to a higher position, there shall be no immediate change in the annual salary of an employee unless his salary at the time of such transfer or reassignment is below the salary grade to which the new position is allocated. Should an employee be reassigned or transferred to a position title which is allocated to a salary grade having a higher salary than the grade from which he was reassigned, such transfer or reassignment shall be considered a promotion and the legal provisions governing promotions shall apply.

b. Upon permanent transfer or reassignment to a lower position, there shall be an immediate reduction in an employee's salary to the applicable rate of the lower position.

D. Temporary Assignment to a Position Allocated to a Higher Salary Grade

If an employee temporarily assigned (Duration of two (2) or more weeks) to a position allocated to a higher salary grade, the salary shall be raised to the level of such higher grade commencing with the first (1st) working day of the third (3rd) week. Upon reassignment to his original position, he shall return to his original salary level.

E. Reinstatements

An employee hired after January 1, 1976, who is reinstated to a position which is allocated to a specific salary grade shall be paid the then current salary for the position to which he is reinstated, provided he has satisfied the first six (6) months trial period required at the "Hiring Rate".

F. Job Preference

Promotions to positions in the bargaining unit shall be in accordance with the provisions of the Civil Service Law.

G. Performance Evaluation

All employees shall be evaluated semiannually for job performance and shall be evaluated under the criteria of the Job Evaluations Form attached as Appendix "C". The employer and the Sheriff reserve the right at any time to modify, change, or alter the Job Evaluation Form, only after notifying and consulting with the CCDSBA.

SECTION 3 -- Pay Period

The pay period shall be interpreted as consisting of ten (10) working days or two (2) calendar weeks, whichever is longer.

SECTION 4 -- Premium Pay

A. Shift Differential

Effective January 1, 1994, the shift differential shall be as follows:

A line \$.65 per hour

C line \$.60 per hour

Effective January 1, 1995, the shift differential shall be as follows:

A line \$.75 per hour

C line \$.70 per hour

B. Overtime Pay

a. Members of the bargaining unit whose briefing pay was converted into base salary shall be compensated for authorized work performed in excess of 41.25 hours per week. Employees who are not required to line up shall be compensated for all authorized work in excess of 40 hours per week. Such overtime compensation shall be either in the form of time and one-half cash payment based on the number of overtime hours worked, or time and one-half compensatory time off for the time actually worked, at the election of the employee. This paragraph applies to all overtime assignments for whatever reason made.

b. Compensatory time off will be granted in blocks of eight (8) hours (one regular work day), when an employee accumulates such an amount. Whenever possible compensatory time off will be added to the employee's regularly scheduled two (2) consecutive days off.

c. The scheduling of all compensatory time off is at the discretion of the Sheriff.

d. Compensation time will be limited to a total accumulation of five working days or forty (40) hours, after which, time and one-half (1 1/2) shall be paid in cash. For contract year January 1, 1996 through December 31, 1996, the County agrees to increase the maximum

accumulation of compensatory time to 80 hours. If mutually agreed between the parties, the increase may be extended on a year-to-year basis.

C. Call in Time

If an employee is called in by the Employer on an emergency call in basis or for court appearances, the Employer shall provide a minimum guarantee of three (3) hours cash payment at "time and one-half". For work performed in excess of three (3) hours the overtime provisions of this AGREEMENT will prevail, i.e., cash payment at time and one-half, or compensatory time off at time and one-half. Call in time shall be deemed to be those occurrences where employees are directed to return to work.

D. There will be two (2) mandatory meetings per year for all personnel for which all employees not on duty will be paid overtime as set forth above. Only exception to attendance will be if employee is on vacation, personal leave, or sick leave. The meetings will not exceed 3 hours and the personnel will be given 15 days notification.

SECTION 5 -- Mileage Reimbursement

Effective January 1, 1988, employees authorized to use their personal cars to conduct Sheriff's business shall be reimbursed at the rate of \$.22.5 cents per mile.

SECTION 6 -- Longevity

(a) Longevity shall be earned effective on the employee's seniority date, (date of hire) and shall not be added to the employee's base salary for any other reason other than overtime and retirement as provided by law. The longevity shall be paid on December 1st of each year of the contract.

<u>Service</u>	<u>Amount</u>
2-4 years	\$ 600.00
5-9 years	\$1,000.00
10-14 years	\$1,500.00
15-19 years	\$2,000.00
20+ years	\$2,200.00

(b) Employees hired after the mutual ratification of this Agreement shall not receive the longevity for years 2-4. Effective January 1, 1997, the 20 year longevity shall be eliminated (no new longevity at 20 years - capped at \$2,000.00).

SECTION 7 -- Preshift Briefing

Deputies, Sergeants and Communications Officers shall be required to report to work 10 minutes prior to their assigned shift and shall receive 10 minutes line-up pay at time and one-half, which line-up pay shall be converted into base salary and paid at the rate of five hours per month. Such pre-shift pay shall not be included in the base for the purposes of establishing rank differentials per Article II, Section 1(e).

SECTION 8 -- Canine Officer

Effective January 1, 1994, Canine Officers who are assigned and in possession of a dog shall receive \$2,400.00 per year. This payment shall be deemed in compliance with the provisions of the Fair Labor Standards Act and shall be paid quarterly.

SECTION 9 -- On-Call Pay

Effective January 1, 1994, the Captain shall receive nine hours per month straight time pay in lieu of being on call. Effective January 1, 1995, the Captain shall receive 10 hours of straight time pay in lieu of being on call.

ARTICLE III

WORK DAY, WORK WEEK

SECTION 1 -- Work Day, Work Week

A. Normal Work Day - Work Week

The normal work week for all employees, except the Road Patrol, shall not in any event be in excess of forty (40) hours, consisting of five (5) consecutive work days not in excess of eight (8) hours per day. Employees shall have two (2) consecutive twenty-four (24) hour days, a total of forty-eight (48) consecutive hours off each week. Except in the event of emergencies, employees shall finish their work day at the place it began.

The Road Patrol and Communications officers shall work on a "A" (11:00 p.m. to 7:00 a.m.), "B" (7:00 a.m. to 3:00 p.m.), and "C" (3:00 p.m. to 11:00 p.m.) three-shift basis, each man of the Road Patrol rotating shifts at the end of fourteen (14) days, with one (1) holiday every 29 days. The Communication Officers shall work steady shifts. The working segment is to consist of twenty-nine (29) days being made up of periods five days on, two days off, five days on, two days off, five days on, two days off, five days on, two days off, plus one holiday on the 29th day. The sole exception to this rotation rule shall be the Captain who shall work only the (B) shift, and shall have Saturday and Sunday off.

The foregoing work schedules are subject to change at the discretion of the Sheriff in the event such change is required.

SECTION 2

Notwithstanding Section 1 above, for a six month period commencing January 1, 1996, and ending June 30, 1996, the Sheriff and the Union agree to the following shift schedule:

Permanent A Shift	11:00 p.m. to 7:00 a.m.
Rotate B Shift	7:00 a.m. to 3:00 p.m.
Rotate C Shift	3:00 p.m. to 11:00 p.m.

This shift schedule shall be in effect until June 30, 1996, and shall be evaluated by the Sheriff and the Union during the period June 1, 1996 to June 30, 1996, at which time, upon mutual agreement, said shift schedule may be implemented on a permanent basis. Should the parties fail to approve a permanent new schedule, the schedule shall revert to the schedule set forth in Section 1 above.

ARTICLE IV

HOLIDAYS WITH PAY

SECTION 1 -- Holidays With Pay

A. Designated Holidays

a. All employees shall be entitled to time off with pay on the following holidays: New Year's Day, Abraham Lincoln's Birthday, George Washington's Birthday, Memorial Day, Independence Day, Christmas Day, Veteran's Day, Thanksgiving Day, Columbus Day, Election Day and Martin Luther Kings' Birthday. Effective upon the signing of the Agreement, Labor Day shall no longer be observed as a holiday. It shall be replaced with a floating holiday which may be taken off with the approval of the Sheriff. In order to receive the floating holiday, the Employee must actually work on Labor Day.

b. Labor Day shall be a designated holiday for non-shift personnel.

B. Guaranteed Holidays

Should any of the above holidays fall on a Saturday, Sunday, or normal work day, employees shall be granted another day in lieu thereof. The desires of the employee with respect to the

rescheduled holiday shall be considered except where work load or assignments would dictate otherwise. Should it be impossible due to work loads or assignments to schedule an "in lieu" day, then such day shall be added to the employee's vacation time. The foregoing does not apply to shift personnel.

C. Work on Holidays

1. Shift personnel who are scheduled to, and who work, on Labor Day, shall be given eight hours compensatory time. Employees who are not scheduled to work on Labor Day but who are called in shall be paid time and one-half for hours worked.

2. Employees who work on Easter, Memorial Day, July 4th, Thanksgiving Day, Christmas Day and New Years Day shall be paid one and one-half times their regular rate of pay in addition to their regular rate of pay for time worked on such days. Effective January 1, 1994, Employees who work on all other designated holidays shall be paid one-half the regular rate of pay (4 hours) in addition to their regular rate of pay for time worked on such days.

ARTICLE V
VACATION WITH PAY

SECTION I -- Vacation Schedule and Rules

A. Vacation Schedule

Subject to the limitations set forth herein, County employees shall be entitled to accrue vacation with pay in accordance with the following schedule:

Length of Employment Based on <u>Anniversary Date</u>	<u>Vacation Days Per Month</u>	<u>Y'ly. Eq.</u>
Anniversary Date thru completion of 4th yr. of service	1 day	12

Length of Employment Based on <u>Anniversary Date</u>	<u>Vacation Days Per Month</u>	<u>Y'ly. Eq.</u>
Begin. of 5th yr. thru completion of 9th year of service	1.25 days per month	15
Begin. of 10th yr. thru completion of 14th year of service	1.583 days per month	19
Begin. of 15th yr. thru completion of 20th year	1.833 days per month	22
Begin. of 21st yr. and thereafter	2.0 days per month	24

B. Vacation Eligibility

Employees shall earn and use vacation as follows. During the first year of employment, the employee shall accrue, but shall not be eligible to use vacation. Beginning on the employee's first seniority date (date of hire) (beginning the second year of employment), the employee may use vacation accrued in the previous year. During the second year of employment, and in subsequent years, employee shall continue to accrue vacation as set forth in the vacation schedule. An employee shall not be entitled to use accrued vacation until the employee's seniority date following the year of accrual.

C. Anniversary Date.

Employees shall have as their anniversary date, their actual seniority date which shall be their date of hire with the Sheriff's Department.

The terms "anniversary date" and "seniority date" as used in this contract shall have the same meaning and shall be the employee's date of hire.

SECTION 2 -- Vacation Rules and Procedure

a. Period of Employment

The period of employment referred to based on Anniversary Date above shall be a period of continuous service in County Sheriff's Department except where otherwise provided or mandated by statute or by this Agreement.

A "day" of vacation shall be a working day, i.e., one on which the employee would be engaged in the regular duties of his employment, were it not for the vacation.

An unpaid leave of absence shall not be credited towards continuous employment for credit towards length of employment on the vacation schedule.

An employee shall be credited with all benefit accumulations only while actually carried on a regular County payroll, either for partial or full pay.

b. Vacation Scheduling

Employees will have the right to request specific periods of vacation time which will be granted unless the work load demands of the employee's department prevent his being absent. In this latter case, vacation shall be scheduled at another time mutually agreed upon by the employee and the department head, consistent with the rules and procedures established herein.

a. Prior to April 1, each employee shall submit vacation requests to the Sheriff. Such requests shall be in blocks of five vacation days and in multiples of five. Vacation time will then be assigned on the basis of seniority, except that each employee shall be entitled to at least five consecutive vacation days in the months of June, July, or August where administratively possible. Failure of an employee to state a preference by April 1, shall result in loss of seniority preference

in vacation scheduling for that year only.

Additional vacation days not scheduled in the above manner shall be taken on a day-by-day basis as approved by the Sheriff. However, any unused vacation time not taken by November 15 must be scheduled and approved by that date.

b. Three men will be allowed vacation per shift, (Two from the Road Patrol, and One from Communications).

c. In the event that an extra week is found to be open, it shall be filled by seniority as prescribed above.

c. Vacation Carry Over

January 1st shall be the vacation carry over status date for all employees. Employees may carry over a maximum of five days vacation only if a written request is submitted to the Sheriff by December 1st.

d. Mandatory Vacation Use

Beginning January 1st, 1985, employees must use during each calendar year, vacation days equal in number to that employees maximum vacation entitlement.

Beginning January 1, 1985, no employee may, except as herein provided use more than one years vacation entitlement, plus approved carry-over during any calendar year. No other exception to this rule may be allowed unless due to the application of a County administrative rule an employee is required to use all vacation time accumulated. E.g., prior to granting of any unpaid leave an employee must have used all accumulated vacation days.

e. Vacation Entitlement Defined

Vacation entitlement for purposes of this ARTICLE means the number of days an employee earned or is entitled to during the last full employment year of service.

SECTION III - Separation from Service or Death of Employee

a. Separation from Service

Upon separation from service, either by reason of resignation, termination or retirement, with the County, an employee shall be entitled to receive payment for unused vacation time up to a maximum of one year entitlement. Under no circumstances may an employee be paid for accumulated vacation in excess of one years entitlement.

b. Deceased Employees

The County shall pay to the estate of a deceased employee that pro-rata vacation entitlement earned by that employee until the time of death.

ARTICLE VI

LEAVES

SECTION I -- Sick Leave

A. Definition

Absence from duty by an employee by reason of sickness or disability of himself or herself by reason of illness, or disability of his or her family shall be allowed as provided in this section and not otherwise. Absence from duty for such reasons, if duly granted by the Sheriff, shall be considered and known as "Sick Leave". The following regulation shall govern such absence from duty:

B. Eligibility

An employee may be absent from duty on account of sickness or disability. A Doctor's certificate every third (3rd) day, will be required unless illness is of a considerable length or disability, then a Doctor's certificate will be required every thirty (30) days. Every leave for such absence is granted by the Sheriff.

C. Requirements

No employee shall receive any part of his compensation while absent from duty because of sickness or disability except in accordance with the provisions of this article.

D. Annual Sick Leave Credits

An employee shall be granted sick leave with pay of one (1) working day per month, or twelve (12) working days a year. Such sick leave with pay shall be granted to the employee by the Employer.

E. Accumulated Sick Leave

The twelve (12) working days a year to be allowed an employee for sick leave with pay may be accumulated at the rate of one (1) day a month until a total of 200 days is reached, and may be kept to the employees credit for future sick leave with pay.

F. Accumulated Sick Leave Restriction

Upon becoming sick or disabled, an employee will be granted sick leave with pay to the extent of the unused sick leave time which he has accumulated.

G. Extended Sick Leave

The Employer may, in his direction, grant sick leave at half pay for personal illness to a permanent employee having not less than one (1) year of service after all of his sick leave and vacation credits have been used; provided, however, that the cumulative total of all sick leave at half pay hereafter granted to any employee during the service with the Employer shall not exceed one pay period for each complete year of his service with the Employer.

H. Sick Leave as Continuous Service

Allowable and allowed sick leave time shall be considered for all purposes as continuing service, but in the event of resignation or discharge of any employee, his accumulated and unused

sick leave time shall be canceled and not paid for.

I. Sick Leave in Case of Quarantine

Any employee isolated or quarantined because of exposure to a communicable disease other than in the line of duty, shall for the purpose of this regulation be considered absent because of sickness and shall be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave time.

J. Injury on Duty

Employees who occupy the Civil Service title of Deputy Sheriff shall be entitled to benefits under the provisions of Section 207(c) of the General Municipal Law. An employee on leave pursuant to General Municipal Law § 207-c shall continue to accrue additional seniority and shall maintain health benefits. The employee shall receive no other contractual benefits.

An employee other than a Deputy Sheriff who is injured on the job and receives benefits under Worker's Compensation shall receive his regular pay for the term of the Worker's Compensation waiting period without deduction from sick leave. Thereafter, the County will pay the employee the difference between the Worker's Compensation daily payment and the employee's regular daily salary without deduction from the employee's sick leave, up to a maximum of thirty (30) working days. Beyond thirty (30) working days the employee may use any accrued sick leave if he so desires in the regular manner.

K. Doctor's Certificate and Examination

The Employer may require a physician's certificate for any absence of more than one day, a Doctor's Certificate will be required after an absence of three (3) days. Where the disability is of long duration, a physician's certificate will be required for each thirty days of continuous absence. In any case, the Employer may require the examination by a physician of the Employer's own

choosing. In the event that a physical examination is required because of alleged illness, the Employer shall bear the expense thereof.

L. Retirement Insurance

When an employee officially retires from the Sheriff's Department under the rules of the NYS Employee's Retirement System the employee's unused sick leave shall be converted to a cash equivalent to be used by the County for payment of the retiree's health insurance premiums. The cash equivalent shall be computed at the rate of \$50.00 per unused sick leave day.

M. Retiree Health Insurance

For all eligible employees hired prior to July 21, 1995, the County shall pay an amount equal to fifty percent (50%) of the cost of health insurance for eligible retired employees of the CCDSBA as required by the New York State Employee's Retirement System. In addition, the County shall pay an amount equal to fifty percent (50%) of the cost of health insurance for dependents of eligible retired employees of the CCDSBA. The County shall pay an amount equal to seventy-five percent (75%) of the cost of health insurance for eligible retired employees and their dependents who retire after 20 or 25 years depending on their retirement program option.

For employees hired after, on or after July 21, 1995, the County shall pay the full cost of individual coverage. Any accumulated sick leave will be converted at the full rate of pay at the time of retirement to pay for family coverage under the County Health Insurance Plan. When the converted money is exhausted, the retired member may, at his/her own expense, continue to participate in the family plan of the County Health Insurance plans.

Those employees hired after July 21, 1995 who have individual health insurance at the time of retirement will be able to cash in up to twenty five percent (25%) of the total accumulated sick leave at the full rate of pay at the time of retirement.

SECTION 2 -- Personal Leave

A. Definition

Personal Leave is leave with pay granted for the purpose of religious observance or compelling personal business which cannot be conducted at other than during working hours. Except in emergency situations, application must be made to the Employer at least twenty-four (24) hours in advance of the date for such leave.

B. Eligibility

Employees with at least six (6) months of service shall be eligible for personal leave.

C. Amount of Leave

Four (4) days per calendar year. Unused personal leave shall be credited to the employee's accumulated sick leave at the end of each calendar year.

SECTION 3 -- Bereavement Leave

A. Definition

Bereavement leave is leave with pay granted to an employee for each death in the immediate family.

B. Immediate Family

Four (4) days shall be granted for the death of husband, wife, son, daughter, brother, sister, mother, and father.

Three (3) days shall be granted for a death in the immediate family which shall include grandparent, grandchild, father-in-law, mother-in-law, step father, step mother, step child, or any other relative residing in the employee's household.

One (1) day of bereavement leave shall be granted for the death of an aunt or uncle.

ARTICLE VII
HEALTH INSURANCE AND PENSION

SECTION 1 -- Hospitalization

A. **Columbia County Health Insurance Plan**

All employees in the bargaining unit shall be eligible for coverage under the health insurance plan offered by the County. Employees shall have the option of enrolling in the following health insurance plans:

GHI Plan with inpatient deductible of \$500.00 and a prescription drug card rider with a co-pay no greater than \$5.00/\$10.00.

The County shall offer employees the option of enrolling in one of the following health maintenance organization plans:

- CDPHP-Emerald Plan, with a drug card no greater than \$5.00/\$10.00
- Well Care Value Plan, with a drug card no greater than \$5.00
- CHP COMPRE II Plan; with 20% prescription drug card co-pay.

Employees shall be ineligible for health insurance, dental insurance or vision insurance during their first six months of employment. If possible, employees shall have the option of purchasing County health insurance offered solely at the employees cost during the first six months of employment.

B. **Cost of Plan**

The employer shall provide and pay for the total cost of the premium for the employees, and ninety (90%) percent of the premium for dependent coverage, effective January 1, 1988. Effective upon the signing of the Agreement, the employer shall pay eighty-five (85%) percent of the dependent coverage. Effective January 1, 1997, the employer shall pay eighty (80%) percent of the

dependent coverage. Effective January 1, 1998, the employer shall pay seventy-five (75%) percent of the dependent coverage.

C. Health Insurance Buy Out

Employees who are covered by health insurance from another source may elect not to receive health insurance from the County. Such employees must make such election in November for the following year. The election shall be for the entire year, except if the employee becomes ineligible for health insurance from the other source, at which time the employee may re-enroll in a County health insurance plan and receive a prorated buy out. Employees who make such election shall be paid \$1,500.00 in the first pay-period in December of the year in which the election pertains.

Where both spouses work for the County the following shall apply. When one employee has enrolled in a family plan and the spouse is enrolled in an individual plan, the spouse who is receiving the individual coverage, may elect not to receive health insurance and obtain the \$900.00 buy out. When the employee and the spouse are both receiving individual health insurance plans, neither the spouse nor the employee are eligible for the buy out.

SECTION 2 -- Vision Care

The County will provide the GHI Fashion Vision Plan. Employees who elect dependent coverage, shall pay 100% of the cost of the dependent coverage.

SECTION 3 -- Pension

A. New York State Retirement Plan

The County shall continue to participate in the NEW YORK STATE EMPLOYEE'S RETIREMENT SYSTEM with all the rights and benefits presently provided by the Retirement and Social Security Law. (Section 89-A or 75-G whichever is applicable). The County shall offer all members of the bargaining unit, with the exception of Communication Officers, the option of

electing the special 20 year retirement plan with the additional 1/60th of final average salary option for service in excess of 20 years, which shall take effect January 1, 1997.

The County shall pass a home rule message requesting that the State Legislature enact a special 25 year retirement plan with the additional 1/60th of final average salary option for service in excess of 25 years for Communication Officers of the unit and shall utilize their best efforts to secure passage of said Legislation and shall offer same to the Communication Officers.

B. Cost of Plan

The total cost of plan shall be borne by the employer, except as the employee is required to contribute by law.

SECTION 4 -- Dental Plan

A. GHI Dental Plan

The County will provide the GHI Preferred Dental Plan. All employees shall be eligible for membership in the current GHI Dental Plan.

B. Cost of Plan

The County will pay the cost of the premium for individual coverage. Employees who elect dependent coverage shall pay 100% of the cost of the dependent coverage (difference between defendant coverage and individual coverage).

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 1 -- Purpose

It is the intent of the Employer and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal

settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in later grievance proceedings.

SECTION 2 -- Definitions

- A. A "Grievance" is any alleged violation of this AGREEMENT or any dispute with respect to its meaning or application.
- B. An "Employee" is any person in the unit covered by this AGREEMENT.
- C. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Association and, (when it submits a grievance) the Employer.
- D. A "day" as used here shall be deemed to mean a work day.

SECTION 3 -- Submission of Grievance

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- B. Each grievance shall be submitted in writing on a form approved by the Employer and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when, and the place where the alleged events or conditions constituted the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew of or should have known of the events or conditions on which it is based.
 - a. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor.
 - b. The Association may submit any class grievance. The grievance shall be

submitted to the Employer.

c. The Employer shall present grievances to the President of the Association Chapter.

SECTION 4 -- Grievance Procedure

A. The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response, or if no response is received within seven (7) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Sheriff or his designee no later than seven (7) days thereafter.

B. The Sheriff or his designee shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than ten (10) days after it is received by him. If the aggrieved party is not satisfied with the response, or if no response is received within the ten (10) days period, the aggrieved party may submit a copy of the grievance to the Chairman of the Board of Supervisors no later than seven (7) days thereafter.

C. The Chairman of the Board of Supervisors or his designee shall, within ten (10) days after receipt of the grievance, provide the aggrieved party with a statement of the County's position on the matter.

D. Within ten (10) days after receiving a grievance from the Employer, the Association shall deliver to the Chairman of the Board of Supervisors and Sheriff, a detailed statement of its position with respect to the grievance.

E. In the event the Association or the Employer is not satisfied with the statement of the other with respect to the grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose

the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Chairman of the Board of Supervisors or the President of the Association Chapter.

SECTION 5 -- Arbitration

A. Upon receipt of the names of the proposed arbitrators, a designee of the Employer and the Association shall strike names from the list until one ultimately is designated as the arbitrator. A coin flip shall determine the party who begins striking such names.

B. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted and be binding on both parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this AGREEMENT. The arbitrator shall have no power to alter, add to or detract from the provisions of this AGREEMENT.

C. The cost for the services of the arbitrator will be borne equally by the Employer and the Association.

D. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available in resolving disputes covered under this AGREEMENT.

ARTICLE IX

RECIPROCAL RIGHTS

SECTION 1 -- Representative Rights

The Employer recognizes the right of the employees to designate representatives of CCDSBA to appeal on their behalf, to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract and to visit employees during working hours for the foregoing purposes. Such visits shall be with the prior approval of the Sheriff or his designee. Such

employee representatives shall also be permitted to appear at public hearings before the Board of Supervisors upon the request of the employees.

SECTION 2 -- Non-Discriminatory Clause

The Employer and the CCDSBA shall so administer their obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, membership or non-membership in the Association.

SECTION 3 -- Bulletin Board Rights

The CCDSBA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer subject to the approval of the contents of such notice and communications by the Employer. The Officers and Agents of CCDSBA shall have the right to visit employee's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

SECTION 4 -- Free Time for Grievance

A. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of government subject to the approval of the Sheriff or his designee in his absence.

B. At the beginning of each calendar year the CCDSBA shall submit to the Sheriff a listing of those employees aforementioned.

SECTION 5 -- Association Business

There shall be an aggregate total of twenty (20) days of leave per year to be distributed among bargaining unit members, at the discretion of the Association (with the approval of the Sheriff) to attend Union Business, i.e. Convention, or other meetings of law enforcement employees.

SECTION 6 -- Copies of Contract

The Employer shall supply a copy of this AGREEMENT to each employee.

SECTION 7 -- Employee Rights and Interrogation.

The following rules are hereby adopted for the questioning of members of the Union for the purposes of internal administrative investigations:

- a. The interrogation of a member of the Sheriff's Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.
- b. The interrogation shall take place at a location designated by the Sheriff - ordinarily at Sheriff's office or a location having a reasonable relationship to the incident alleged.
- c. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.
- d. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- e. All members of the Department shall be obligated to answer any questions put to them which are specifically, directly and narrowly related to their employment, provided all of their

constitutional, legal and contractual rights are protected.

f. The member of the Department shall not be subjected to the use of offensive language by the investigating officer, nor shall he/she be threatened with transfer or disciplinary action unless he/she refuses to answer proper questions. The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the character of the discipline the Department intends to impose, nor from advising the member that if he/she refuses to answer proper questions, as above, he/she may be subject to additional charges.

g. This will not preclude the Sheriff's authority to suspend in accordance with the collective bargaining agreement.

h. If a member of the Department is under arrest or is likely to be or, if he/she is the suspect in or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court and the New York State Court of Appeals.

i. No complaints or reports shall be entered in a member's file unless he/she is supplied with a copy of it.

j. If a hearing is held on any complaint or report against a member, and if the charges are dismissed as a result of such hearing, the documents concerning such complaint or report shall be removed from the member's file.

k. If, as a result of departmental action, a member should receive official documented warnings, admonishments or other disciplinary action that may be detrimental to the member, that member shall be afforded the opportunity of responding in writing to such charges and such response shall be made part of the member's file. The foregoing shall not preclude the employee from exercising any and all rights that the employee has to challenge the discipline pursuant to the disciplinary procedure set forth in this Agreement.

1. In the event the Employer seeks to interview a member regarding a matter which may result in disciplinary penalty of suspension or termination, the member shall be afforded the opportunity, should he so request, to consult with his Association representative before being questioned. Under said circumstances, the Association representative may be present during the interview of the member. In all circumstances, the member is entitled to all rights secured by the New York State and the United States Constitution and by law.

SECTION 8 -- Physical Examination

Each bargaining unit member shall receive a general physical examination each year as scheduled by the Department, by a doctor designated by the Department, and a comprehensive physical examination every third year including but not limited to - Height, Weight, Full blood workups, EKG, X-rays, Stress Test, Respiratory and Circulation, and Hernias. One third of the Bargaining Unit shall receive the comprehensive physical examination each year. The Sheriff shall retain the right to take any actions necessary, discipline or otherwise if an employee other than entry level does not pass the physical examination based upon the advice of the physician. All Deputy Sheriff's on the payroll at the effective date of this Agreement will have age taken into consideration as a factor of the Physical Examination.

During the term of this contract, each bargaining unit member shall receive a comprehensive physical exam, including but not limited to height, weight, full blood workups, EKG, x-rays, stress test, respiratory and circulatory tests and hernia check by a physician designated by the department and as scheduled by the department.

In the event that the examining physician determines that there is a health problem (i.e., high blood pressure), the County agrees to provide professional assistance in order that the employee attain and maintain a fitness and health level to meet the demands and the performance level of the

job.

The members shall be given sufficient time and assistance to achieve this fitness level. If the employee does not achieve this fitness level, the Sheriff shall retain the right to take any action necessary, discipline or otherwise, upon the advice of the examining physician.

SECTION 9 -- Outside Employment

A. No full time Road Deputy is allowed to hold any other police status position with any Agency, Business or person that conflicts or interferes in any way with their duties in the Columbia County Sheriff's Department. Deputies hired after December 31, 1990 and who are currently holding another police status position may continue with such position. Deputies hired after December 31, 1990 shall not hold any other police status position.

SECTION 10 -- Joint Safety Committee

The parties agree to establish a Joint Safety Committee which shall meet to discuss issues pertaining to employee safety. The Committee shall exist of two representatives appointed by the sheriff, two representatives appointed by the chairman of Board of Supervisors and two representatives appointed by the Association. The Committee shall appoint a seventh member who shall act as the neutral chair.

SECTION 11 -- Physical Fitness

The County shall annually budget \$2,000.00 for the purpose of physical fitness equipment in the Sheriff's Department gym.

SECTION 12 -- Committeemen

The CCDSA agrees to abide by the terms of any ordinance, local law or resolution enacted by the County of Columbia governing their right to hold the office of County Committeemen so long as such enactment affects all County employees.

ARTICLE X
WORK CONDITIONS

SECTION 1 -- Reduction in Force

The County agrees that in the event there is a reduction of force among bargaining unit employees, the provisions of the Civil Service Law will be controlling.

SECTION 2 -- Uniforms

A. **Initial Issue**

Initial issue of uniforms will be furnished to employees by the Employer. A list of clothing provided under this uniform first issue clause is attached as Appendix B.

B. **Uniform Replacement and Cleaning Allowance**

There will be one-half the Uniform Allowance for the first year of service.

Deputy Sheriffs - Road Patrol, Communications Officers, and Criminal Investigators shall receive a tax free allowance for replacement and cleaning of uniforms as follows:

(i) Road Patrol and Criminal Investigators shall be capped at \$900.00 per year for the term of this contract.

(ii) Communications Officers shall be capped at \$550.00 per year for the term of this contract. Effective January 1, 1995, Communications Officers shall receive \$750.00 uniform allowance per year.

All allowances shall be paid quarterly - on the 1st of April, 1st of July, 1st of October, and on the 1st of January. Upon completion of three (3) months work.

SECTION 3 -- Patrol Vehicle

A. Under all circumstances the (A) shift shall have two men in each patrol vehicle with the exception of Supervisory Personnel and K-9 patrols who can ride alone, and the (B) and (C)

shifts shall have one man in each patrol vehicle. However, the (C) shift shall use either two patrol vehicles with one man each or one vehicle with two men.

- B. Additionally, B shift, Saturday, Sunday and Holidays will have 2 vehicles out.

SECTION 4 -- Patrol Cars

A. Future bid specifications for Patrol Cars shall include additional requirements for air conditioning and split bench seats, except for the K-9 cars and investigators vehicles.

B. Shotguns shall be available in each patrol car on the condition that employees follow a cleaning schedule the same to be determined by the Sheriff through Departmental procedures.

SECTION 5 -- Overtime Assignments

A. Only full time scheduled 40 hour per week Road Deputies will be utilized to work in place of personnel certified as Road Deputies who are on sick time, personal time, or vacation time. With the exception of more than two employees off on vacation per shift, 1 Part-time Deputy can be used.

B. Overtime shall first be offered to full-time personnel. Only if no full-time personnel are willing to accept such offer may the Sheriff offer overtime to part-timers with the exception of emergencies.

C. Overtime shall first be assigned to off-duty personnel on a rotation basis, said rotation beginning with the most senior employees. If no off-duty personnel are willing to accept such offer, overtime shall then be assigned to on-duty personnel on a rotation basis, said rotation beginning with the most senior employees.

SECTION 6 -- Meal Allowance

The employer shall provide a meal allowance of Four Dollars and Seventy Five Cents (\$6.00 upon the signing of the contract) to employees working three (3) hours overtime immediately

following or preceding a shift. Persons working a full shift overtime will not be paid a meal allowance.

SECTION 7 -- Criminal Investigators

A. Investigators shall work from Monday through Friday, 9:00 a.m. to 5:00 p.m. The on-call investigator shall work 1:00 p.m. to 9:00 p.m.

B. Investigators who are required to be on call for a planned and designated period of time shall receive compensation at the rate of nine hours compensatory time for every full week of being required to be on call. Effective January 1, 1995, investigators shall receive ten (10) hours compensatory time or straight time pay for each week of being required to be on call. Eight (8) hours of compensatory time shall be earned for each holiday falling within the on-call period. Under no circumstances shall the above time be used in the computation of overtime pay or eligibility for overtime pay.

C. Investigators required to work any hours in excess of their normal eight hour workday will be compensated at the rate of time and one-half their regular rate of pay for any hours worked in excess of their normal eight hour workday.

D. Criminal Investigators will have a car assigned to them for official duty.

SECTION 8 -- Definition of Full Time Employee

Pursuant to the local Civil Service Commission Rule employment in the Sheriff's Department shall be considered full-time when a person works over 50% of the time allotted for a regular week in said department.

If the local Civil Service Rule is amended this provision will change in accordance with the said amended rule.

ARTICLE XI

EMPLOYEE DISCIPLINE

- (a) Employees in the bargaining unit who have attained permanent status, shall not be discharged or otherwise disciplined except as provided herein.
- (b) Prior to taking formal disciplinary action, the employee shall be notified by the Sheriff that discipline is contemplated. A meeting will be held between the Sheriff or designee and the employee to discuss and attempt to resolve the discipline.
- (c) If the matter cannot be resolved and if the Sheriff elects to proceed with formal discipline, a Notice of Discipline shall be served upon the employee, which shall specify the acts for which discipline is being imposed, and the penalty.
- (d) If the employee disagrees with the imposition of discipline and/or the penalty, the employee or Union may submit a demand for arbitration as provided in Article IX, Section 5 of the collective bargaining agreement. The grievance must be submitted within fourteen (14) calendar days of receipt of the Notice of Discipline. Failure to submit the grievance within the required fourteen (14) calendar days will constitute an acceptance of the imposed discipline and penalty and the matter will be deemed settled in its entirety.
- (e) Nothing contained herein shall prevent the Sheriff from suspending an employee prior to the service of the Notice of Discipline and the imposition of the disciplinary penalty provided that the Notice of Discipline is served within five (5) working days of such suspension.

ARTICLE XII

SPECIAL DETAILS

SECTION 1

A special detail is any detail posted by the Sheriff, which an eligible employee may elect to work voluntarily at his regular hourly rate. Such details, however, shall not include boat patrol.

school functions, court details or enhanced enforcement patrols, which are defined herein. Posted special details will be offered to full-time eligible employees. If no full-time employees volunteer to work, the special detail may be offered to part-time employees.

SECTION 2 -- Boat Patrol

A. Boat Patrol will consist of one full-time Deputy Sheriff and one part-time Deputy Sheriff. (The Sheriff may use two full-time employees in the event that part-time employees are not available or, in the event that full-time employees are not available, then he may use two part-time employees.)

B. Any full-time Deputy Sheriff receiving and accepting the offer of the boat detail shall commit to forty (40) hours of boat detail over the summer, which detail shall not include training.

SECTION 3 -- School Functions

School functions shall be paid at the rate to be negotiated by the Sheriff.

SECTION 4 -- Enhanced Enforcement Patrols

Assignments shall be first offered to full-time Deputy Sheriffs who shall be paid at their regular hourly rate. If an assignment is not taken by a full-time Deputy Sheriff, part-time deputies may be used.

SECTION 5

If a Deputy Sheriff signs up for a special detail and does not show up, or, at the last minute, crosses his/her name off the list, without a reasonable explanation, the Sheriff shall have the right to remove the employee's name off the special detail list. The length of time that the name shall be removed from the special detail list shall be at the discretion of the Sheriff.

SECTION 6 -- Court Detail

Court detail shall be staffed by part-time Deputy Sheriffs who shall receive their regular rate of pay.

ARTICLE XIII **COMPATIBILITY WITH LAW**

SECTION 1 -- Prohibition Against Strikes

The parties recognize that strikes and other forms of work stoppages by County employees are contrary to law and County policy. The CCDSBA and the Employer subscribe to the principle that differences should be resolved by peaceful and approved means without interruption of County affairs. CCDSBA affirms that it does not assert the right to strike against the Employer or to assist or participate in any such strike or to impose an obligation upon its members to conduct or to participate in such a strike.

SECTION 2 -- Indemnification

In the event that a Deputy Sheriff, Investigator, Captain, Deputy Sheriff, Road Patrol Sergeant, Deputy Sheriff Road Patrol, Communications Sergeant or Communications Officer is named as a defendant in a civil lawsuit and the suit arises out of the officer's performance of his duties, whether on or off duty, the County of Columbia shall defend the officer and shall hold him harmless from all costs of defense and when it is determined that the suit is based upon actions taken by the officer which were within the scope of his employment and authority, the County of Columbia shall indemnify the officer and shall hold him harmless from any resulting judgment emanating from a Court of competent jurisdiction and awarding damages against the officer, including compensatory, special, general, punitive or exemplary damages.

SECTION 3 -- Separability

This AGREEMENT shall be construed so as to be compatible with all federal, state and local laws and the invalidity of any provisions of this AGREEMENT by reason of any such existing law, shall not effect the validity of the surviving provisions. If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties, but controlled by reason of the facts) renders any portion of this AGREEMENT invalid then all other sections shall remain in full force and effect as if such invalid portions thereof had not been included therein. In the event that the current laws are modified so as to permit greater Association security than presently permitted by law, the Employer and the Association will negotiate concerning possible amendments to this AGREEMENT in accordance with such modified legislation.

SECTION 4 -- Notice as Provided by Law

Notices as provided by Section 204-A of the Civil Service Law, as amended:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION BY THE BOARD OF SUPERVISORS TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL SUCH APPROVAL HAS BEEN GIVEN."

ARTICLE XIV EMPLOYER'S RIGHTS

The Employer's entering into this AGREEMENT in no way, whether explicitly or implicitly, diminishes its relationship as Employer to its employees nor the Employer's rights and employees' duties such relationship entails.

The Employer retains all of its rights including, but not limited to; the right to assign work as required. (including that which requires overtime); the right to supervise as required, and the right

to discipline where necessary; subject to the provisions of this AGREEMENT, the Civil Service law of the State of New York and any other federal, state or local laws, this AGREEMENT is executed in quadruplicate original.

The County shall not be required to continue to maintain federally funded programs. When such programs are terminated the incumbent will be allowed to return to his original classification.

EFFECTIVE DATE OF AGREEMENT

This AGREEMENT shall become effective on January 1, 1996, and shall terminate on the close of business on December 31, 1998, except as specifically mentioned herein.

If AGREEMENT on a new contract has not been reached by the deadline date, the terms of this contract remain in effect while the negotiating process is ongoing and until a new AGREEMENT is executed by the parties.

COLUMBIA COUNTY DEPUTY SHERIFF'S
BENEVOLENT ASSOCIATION

Dated: 03-20-96

By: 

COUNTY OF COLUMBIA

Dated:

By: 

Dated:

Dated: 03-20-96

STATE OF NEW YORK :

: ss:

COUNTY OF COLUMBIA :

On this 22nd day of March, 1996, before me the subscriber personally appeared Gerald Simons, to me known, who being by me duly sworn deposes and says: that he resides in the Town of Ancram, that he is the Chairman, Columbia County Board of Supervisors, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Columbia County Board of Supervisors, of said corporation and that he signed his name thereto by like order.



LESLIE K. ZWICKLBAUER
Notary Public, State of New York
No. 02ZW5027407
Qualified in Albany County
Commission Expires 5/1/96

APPENDIX "A" - cont'd

Schedule II *Enrolled in Special 20/25 Year Retirement Program*

<u>Title</u>		Effective <u>1/1/95</u>	Effective <u>1/1/96</u>	Effective <u>1/1/97</u>	Effective <u>1/1/98</u>
Captain		\$38,451	\$38,451	\$39,989	\$39,989
Sr. Criminal Investigator		\$36,144	\$36,144	\$37,590	\$37,590
Criminal Investigator		\$35,376	\$35,376	\$36,791	\$36,791
Sergeant		\$33,837	\$33,837	\$35,190	\$35,190
Deputy Sheriff	Top Step	\$30,761	\$30,761	\$31,991	\$31,991
	Step 5	\$29,761	\$29,761	\$30,991	\$30,991
	Step 4	\$28,761	\$28,761	\$29,991	\$29,991
	Step 3	\$27,761	\$27,761	\$28,991	\$28,991
	Step 2	\$26,761	\$26,761	\$27,991	\$27,991
	Step 1	\$25,761	\$25,761	\$26,991	\$26,911
Communication Sergeant		\$32,338	\$32,338	\$33,632	\$33,632
Communication Officer:					
	Top Step	\$29,398	\$29,398	\$30,574	\$30,574
	Step 5	\$28,398	\$28,398	\$29,574	\$29,574
	Step 4	\$27,398	\$27,398	\$28,574	\$28,574
	Step 3	\$26,398	\$26,398	\$27,574	\$27,574
	Step 2	\$25,398	\$25,398	\$26,574	\$26,574
	Step 1	\$24,398	\$24,398	\$25,574	\$25,574

APPENDIX "A"

SALARY SCHEDULE - cont'd

Billing Pay Rates
(Based on Five (5) Hours Per Month/60 Hours Per Year)

Enrolled in Special 20/25 Year Retirement Program

	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>
Captain			
Sr. Criminal Investigator			
Criminal Investigator			
Sergeant	976	1,015	1,015
Deputy Sheriff			
Top Step	887	923	923
Step 5	858	894	894
Step 4	830	865	865
Step 3	801	836	836
Step 2	772	807	807
Step 1	743	779	779
Communications Sergeant	933	970	970
Communications Officer:			
Top Step	848	882	882
Step 5	819	853	853
Step 4	790	824	824
Step 3	761	795	795
Step 2	733	767	767
Step 1	704	738	738

APPENDIX "A"

SALARY SCHEDULE

Schedule I

Not enrolled in Special 20/25 Year Retirement Program

<u>Title</u>		<u>Effective</u> <u>1/1/95</u>	<u>Effective</u> <u>1/1/96</u>	<u>Effective</u> <u>1/1/97</u>	<u>Effective</u> <u>1/1/98</u>
Captain		\$38,451	\$39,412	\$40,989	\$42,013
Sr. Criminal Investigator		\$36,144	\$37,048	\$38,530	\$39,493
Criminal Investigator		\$35,376	\$36,260	\$37,711	\$38,654
Sergeant		\$33,837	\$34,683	\$36,070	\$36,972
Deputy Sheriff	Top Step	\$30,761	\$31,530	\$32,791	\$33,611
	Step 5	\$29,761	\$30,530	\$31,791	\$32,611
	Step 4	\$28,761	\$29,530	\$30,791	\$31,611
	Step 3	\$27,761	\$28,530	\$29,791	\$30,611
	Step 2	\$26,761	\$27,530	\$28,791	\$29,611
	Step 1	\$25,761	\$26,530	\$27,791	\$28,611
Communication Sergeant		\$32,338	\$33,146	\$34,472	\$35,334
Communication Officer:					
	Top Step	\$29,398	\$30,133	\$31,338	\$32,122
	Step 5	\$28,398	\$29,133	\$30,338	\$31,122
	Step 4	\$27,398	\$28,133	\$29,338	\$30,122
	Step 3	\$26,398	\$27,133	\$28,338	\$29,122
	Step 2	\$25,398	\$26,133	\$27,338	\$28,122
	Step 1	\$24,398	\$25,133	\$26,338	\$27,122

APPENDIX "A"

SALARY SCHEDULE - cont'd

Billing Pay Rates
(Based on Five (5) Hours Per Month/60 Hours Per Year)

Not Enrolled in Special 20/25 Year Retirement Program

	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>
Captain			
Sr. Criminal Investigator			
Criminal Investigator			
Sergeant	1,000	1,040	1,066
Deputy Sheriff			
Top Step	910	946	970
Step 5	881	917	941
Step 4	852	888	912
Step 3	823	859	883
Step 2	794	831	854
Step 1	765	802	825
Communications Sergeant	956	994	1,019
Communications Officer:			
Top Step	869	904	927
Step 5	840	875	898
Step 4	812	846	869
Step 3	783	817	840
Step 2	754	789	811
Step 1	725	760	782

APPENDIX "B"

FOR THE ROAD PATROL

- 3 Pair Pants
- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 1 All Weather Jacket
- 1 Stratton Hat
- 1 Garrison Belt
- 1 Holster
- 1 D.H. Cuff Case
- 1 Cuffs
- 1 Rain Coat
- 1 Rain Boots
- 1 Gun Belt
- 1 Departmental Issue Weapon
- 1 Pair Black Shoes
- 3 Pair Black Socks
- 1 Tie
- 1 Tie Clip
- 1 Collar Brass
- 1 Name Tag
- 1 Extra Ammunition Holder

BODY ARMOR supplied to regularly assigned Road Patrol and available for substitutes. Must be worn on duty.

FOR COMMUNICATIONS OFFICERS

- 3 Pair Work Trousers
- 3 Long Sleeve Work Shirts
- 3 Short Sleeve Work Shirts
- 1 Jacket (seasonal)
- 1 Pair Black Shoes
- 3 Pair Black Socks
- 1 Garrison Belt

**Memorandum of Agreement
by and between
The County of Columbia
and the
The Columbia County Deputy Sheriff's Association**

1. The term of this agreement shall be 1/1/96 to 12/31/98.
2. The County of Columbia shall offer all members of the bargaining unit, with the exception of the communication officers the option of electing the special 20 year retirement plan with the additional 1/60th of final average salary option for Service in excess of twenty years, and this shall take effect 1/1/97.
3. The County of Columbia shall pass a home rule message requesting the state legislature to enact a special 25 year retirement plan with the additional 1/60th of final average salary option for Service in excess of twenty five years for the communication officers of the unit and shall utilize their best efforts to secure passage of the same and offer same to these officers.
4. The salaries of the bargaining unit members, electing not to enroll in the special 20 and 25 year retirement programs, which election shall be made no later than December 31, 1997, shall be increased by 2.5% and retroactive to 1/1/96; the salaries of all bargaining unit members shall be increased 4.0% effective 1/1/97. The salaries of bargaining unit members who have elected not to enroll in the special 20 or 25 year plan shall be increased 2.5% effective 1/1/98. In addition, the County will offer its current deferred comp program, for anyone wishing a tax deferred savings program. The salary schedules shall reflect the two tier rate payments.
5. There shall be a step plan implemented for Deputy Sheriffs and Communication's Officers employed subsequent to the execution of this agreement. They shall be employed at a rate \$5,000 less than the top deputy rate, and each year thereafter, they shall be increased \$1,000 till they reach the top rate. years of experience will determine at what step new employees will be brought in.
6. The longevity step covering years 2 through 4 shall not be applicable to all employees hired subsequent to the execution date of this agreement.
7. Personal leave days shall be increased one (1) day per year.
8. Briefing Pay shall be converted to base salary and shall be paid at the rate of 5 hours per month, and shall not be included in the base for the purposes of establishing rank differentials per Article II, section 1(C).
9. The shift assignments shall be governed by the current agreement between the Sheriff and the Columbia County Deputy Sheriff's Association and shall be included in the agreement:

Article III Section A.
New Paragraph

However, for a six month period commencing 1/1/96, the Sheriff and the CCDSBA have agreed to temporarily implement the following shift schedule:

Permanent A Shift: 11pm to 7am

Rotate B Shift: 7am to 3pm

Rotate C Shift 3pm to 11pm

This shift schedule shall be in effect till 6/30/96 and shall be evaluated by the Sheriff and CCDSBA during the period 6/1/96 to 6/30/96, during which time they may mutually agree to approve and implement it on a permanent basis. Should the parties fail to approve the temporary schedule the schedule shall revert to the schedule described in paragraph 2 of this section.

10. Leave time carryover policy shall remain the same, and the policy shall be written into the agreement.

Article V, Sub 2, Sub C: add:

Employee may carry over a maximum of 5 days vacation, only if a written request is submitted to the Sheriff by December 1st.

11. The current policy for special detail assignment shall be written into the agreement.

Posted special detail assignments will be offered to full time eligible employees. If no full time employees volunteer to work, the Special Detail may be offered to part time employees.

12. The program "Rent a Deputy" shall be renamed Enhanced Enforcement Patrols.

13. Labor Day shall be a designated holiday for non-shift personnel. (Article IV 1. A (b))

14. The current definition of "special details" shall be written into the agreement.

Special Detail is any Detail posted by the Sheriff, which an eligible employee may elect to work primarily at his regular hourly rate, however such details shall not include Boat Patrol, School Functions, Court details, or Enhanced Enforcement Patrols, which are defined in Article XII.

15. The County will increase the Health Insurance by back to \$1500 for unit members whose spouse is not employed by the County and for unit members whose spouse is employed by the County, such amount shall be increased to \$900.

16. The policy governing part time details shall be written into the agreement (see item #11).

17. Bereavement Leave shall be identical to the benefit currently received by Local 424.

New Article VI section 3

a. Definition

Bereavement Leave is leave with pay granted to an employee for each death in the immediate family.

b. Amount of Leave

Four days shall be granted for the death of husband, wife, son, daughter, brother, sister, mother, and father.

Three days with pay shall be granted for a death in the immediate family which shall include: grandparent, grandchild, father-in-law, mother-in-law, stepfather, stepmother, stepchild, or any other relative residing in the employee's household.

One day of bereavement shall be granted for the death of an aunt or an uncle.

18. Physical Fitness-shall be decided by mutual agreement between Sheriff Bertram and Jim Funk; and the County shall annually budget \$2,000 for the physical fitness equipment in the Sheriff's Department gym.

Article IX, Section 8 (add)

During the term of this contract, each bargaining unit member shall receive a comprehensive physical exam, including but not limited to height, weight, full blood workups, EKG, x-rays, stress test, respiratory and circulatory tests and hernia check by a physician designated by the department and as scheduled by the department.

In the event that the examining physician determines that there is a health problem (ie: high blood pressure), the County agrees to provide professional assistance in order that the employee attain and maintain a fitness and health level to meet the demands and the performance level of the job.

The members shall be given sufficient time and assistance to achieve this fitness level. If the employee does not achieve this fitness level, the Sheriff shall retain the right to take any action necessary, discipline or otherwise, upon the advise of the examining physician.

19. Dental-The County will provide the improved dental plan, entitled *GHI Preferred*, and will continue to pay 100% of individual coverage and the member will continue to pay the cost of dependent coverage.

20. Vision-The County will provide the improved vision plan, entitled *GHI Fashion Vision Plan* and will continue to pay 100% of individual coverage and the member will continue to pay the cost of dependent coverage.

21. GHI Plan- in patient deductible shall increase from \$240.00 to \$500

22. The RX-Copays shall in be increased:

- | | |
|---|--------|
| A. GHI from \$3/5 to an amount no greater than | \$5/10 |
| B. CDPHP from \$2/7 to an amount no greater than | \$5/10 |
| C. Wellcare Value the current rate to an amount no greater than | \$5.00 |

23. The County and the Association agree to combine the language of the 91-93 agreement and the 94-95 agreement, as the language from the 91-93 agreement was inadvertently omitted in the printing of the 94-95 agreement. Article VI, Section 1, paragraph M shall now read:

Retiree Health Insurance

For all eligible employees hired prior to 7/21/95, the County shall pay an amount equal to fifty (50%) of the cost of health insurance for eligible retired employees of the CCDSBA as required by the New York State Employee's Retirement System. In addition, the County shall pay an amount equal to fifty (50%) of the cost of health insurance for dependents of eligible retired employees of the CCDSBA. The County shall pay an amount equal to 75% of the cost of health insurance for eligible retired employees and their dependents who retire after 20 or 25 years depending on their retirement program option.

For employees hired after, on or after 7/21/95, the County shall pay the full cost of individual coverage. Any accumulated sick leave will be converted at the full rate of pay at the time of retirement to pay for family coverage under the County Health Insurance Plans at the time of retirement. When the converted money is exhausted, the retired member may, at his/her own expense, continue to participate in the family plan of the County Health Insurance Plan.

Those employees hired after 7/21/95 who have individual health insurance at the time of retirement will be able to cash in up to 25% of the total accumulated sick leave at the full rate of pay at the time of retirement.

24. Committeemen Issue The CCDSA agrees to abide by the terms of any ordinance, local law, or resolution enacted by the County of Columbia governing their right to hold the office of County Committeeman, so long as such enactment affects all County employees.

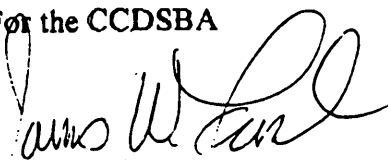
25. Longevity Issue - The top longevity step, which 20+ years shall be reduced by \$200, effective 1/1/97.

26. Health Insurance for dependents- the union agrees to pay 15% effective the signing of this agreement; 20% effective 1/1/97, and 25% effective 1/1/98.

27. The County agrees to increase the CAP for Comp Time from 40 to 80 hrs for the year 1/1/96 to 12/31/96; and subject to the mutual agreement of the Sheriff and union president such Cap may be extended on a year to year basis. (Article II, Sec 3b, sub d)


28. All other terms and conditions in the current collective bargaining agreement shall remain the same and the parties agree that the foregoing items numbered 1 through 28 represent the entirety of the agreement.

For the CCDSBA


James Funk

2-14-96
Date:

For the County of Columbia


Todd Grenci

2/14/96
Date:

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